

**AGREEMENT**

**BETWEEN**

**THE CITY OF NORTHAMPTON, MASSACHUSETTS**

**AND**

**NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, LOCAL 186**

**EFFECTIVE: JULY 1, 2019 – JUNE 30, 2022**

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**AGREEMENT**  
**between**  
**THE CITY OF NORTHAMPTON, MASSACHUSETTS**  
**and**  
**NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, LOCAL 186**

**JULY 1, 2019 – JUNE 30, 2022**

This Agreement entered into by and between the City of Northampton, Massachusetts, hereinafter referred to as the “City,” and the New England Police Benevolent Association, Local 186, hereinafter referred to as the “Union,” has as its purpose, the promotion of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement, and to set forth herein the basic Agreement covering rates of pay, hours of work and other conditions of employment to be observed between the Parties hereto. Wherever the term “he” is used, it shall include both male and female.

**PREAMBLE**

It is understood and agreed by all Parties to this Agreement that in order to settle all disputes that may arise during the life of this contract any matter in dispute that cannot be promptly adjusted or settled between the Parties involved, shall, without unnecessary delay, be settled in accordance with the grievance procedures as set forth in Article 5.

**ARTICLE 1**  
**RECOGNITION**

1.01. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salaries, wages, hours and other conditions of employment for all full-time members of the Police Department of the rank of Police Officer, but to exclude all civilian employees and all Superior Officers of the rank of Sergeant and above.

**ARTICLE 2**  
**UNION REPRESENTATION**

2.01. The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and shall act, represent and negotiate agreements and bargain collectively for all employees within the bargaining unit.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

3.01. Nothing in this Agreement shall limit the City in the exercise of its functions of management and in the direction and supervision of the City's business. This includes, but is not limited to, the right to add or eliminate divisions; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire, suspend, demote, discipline or discharge; transfer or promote; lay off because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are especially modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the City, acting through its Mayor, Chief of Police or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example, but not limitation, management retains the following rights:

- To determine the mission, budget and policy of the Department;

- To determine the organization of the Department, the number of employees, the work functions and the technology of performing them;
- To determine the numbers, types and grades of positions of employees assigned to an organizational unit, work project; or to any location, task, vehicle, building, station or facility;
- To determine the methods, means and personnel by which the Department's operations are to be carried;
- To manage and direct employees of the Department;
- To maintain and improve orderly procedures and the efficiency of operations;
- To hire, promote and assign employees;
- To transfer, temporarily reassign or detail employees to other shifts or other duties;
- To determine the equipment to be used and the uniforms to be worn in the performance of duty;
- To determine the policies affecting the hiring, promotion and retention of employees;
- To establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual and mental health qualifications;
- To lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical;
- To establish or modify work schedules and the number and selection of employees to be assigned;
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- To enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate;
- To suspend, demote, discharge or take other disciplinary action against employees for just cause, and to determine its internal security practices.

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The Parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

The failure or omission of the Parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon the latter as evidence of the fact that such obligations or responsibilities do not exist.

#### **ARTICLE 4** **NON-DISCRIMINATION**

4.01. The Parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, national origin or sexual orientation and that all persons shall receive the full protection of the Laws of the Commonwealth of Massachusetts and the United States.

#### **ARTICLE 5** **GRIEVANCE AND ARBITRATION PROCEDURE**

5.01. Any grievance or dispute which may arise between the City and employee or the Union regarding the interpretation or application of any provisions of this Agreement shall be settled according to the procedures set forth in this Article. Grievance procedures for letters of reprimands shall progress up to and including Step 2. However, no grievance shall be initiated or entertained by the Parties concerning questions of the general salary schedule.

Step 1: The Union Steward and/or representative, with or without the aggrieved employee, will reduce the complaint or dispute to writing and submit it to the Chief of Police or his designee within fifteen (15) calendar days

(weekends/holidays excluded) after the event giving rise to the complaint, or his knowledge of its occurrence. The grievance shall set forth the nature of the grievance, specify the section(s) of the Agreement alleged to have been violated, what relief is sought and shall be signed by a Union official and/or by the employee initiating the grievance.

A conference between the Parties shall be held within five (5) calendar days, excluding weekends and holidays, following the date the formal grievance was presented. The Chief of Police (or his designee) shall give his decision in writing to the Union within seven (7) calendar days (weekends/holidays excluded) following the conference.

Step 2: If the grievance still remains unadjusted, it may be appealed in writing to the Human Resources Director or his designee within seven (7) calendar days (weekends/holidays excluded) after the response of the Chief of Police (or his designee) was due. The Director or his designee may hold a hearing within fourteen (14) days (weekends/holidays excluded) should he/she deem additional information be warranted. In any case, the Director shall render a decision in writing within fifteen (15) days (weekend/holidays excluded) of either receipt of the appeal or after the hearing date. The Director or his designee shall render his decision in writing within fifteen (15) calendar days (weekends/holidays excluded) after the hearing.

Any agreement reached between the City and the Union at any Step of the Grievance Procedure is binding on all Parties affected.

Step 3: If the grievance has not been satisfactorily settled after the procedures set forth have been exhausted, the Union, the City or the employee, as the case may be, may submit the grievance to arbitration within thirty (30) calendar days (weekends/holidays excluded) after the date the final decision in Step 2 of the Grievance Procedure is due. The Party wishing to refer the matter to arbitration shall so notify the other Party, in writing, stipulating the matter to



be arbitrated and requesting arbitration. The arbitration shall be conducted by an arbitrator to be selected by the City and the Union or the employee, as the case may be, if they can mutually agree upon his selection within fifteen (15) calendar days (weekends/holidays excluded) after notice has been given. If the Parties are unable to select an arbitrator who is mutually acceptable, then the grievance shall be submitted by either Party to the American Arbitration Association according to its procedures. The Parties hereto shall share equally in the cost of the arbitration proceeding.

The City's answer to a grievance at any Step shall be given to the Union at or before the time of notification to the employee or employees affected.

All grievances shall be presented in writing through the Steps of the Grievance and Arbitration Procedure and shall state in reasonable detail the nature of the grievance and the remedy requested.

If at the end of two (2) calendar weeks next following either the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it, whichever is later, the grievance shall not have been presented at Step 1 of the Procedure set forth herein, the grievance shall be deemed to have been waived. Furthermore, any grievance in process under such Procedure shall also be deemed to have been waived if the action required to process the said grievance to the next Step in this Procedure by the Union shall not have been taken within the times specified therefore above.

5.02. The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he shall have no power of rule shall be referred back to the Parties without decision. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.

5.03. If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be subject of any grievance hereunder nor shall the arbitrator have the power to make any decision concerning such a matter.

5.04. The arbitrator shall be without power to make any decision to conflict with the laws of the Commonwealth of Massachusetts or the Ordinances of the City of Northampton not pertinent to this Agreement.

5.05. The decision of the arbitrator shall be final and binding upon the Parties.

5.06. In the event of a disciplinary action involving any method set forth under Chapter 31, Section 41, and subsequent to a hearing before the Appointing Authority, an employee may, within ten (10) days of the receipt of said disciplinary decision, elect to appeal said action by initiating an arbitration proceeding in accordance with Section 5.01, Step 3, above. Such appeal shall be the exclusive remedy pursuant to the provisions of General Laws, Chapter 150E, Section 8, as amended.

5.07. Any of the time limits outlined in this Article may be extended by mutual agreement.

5.08. Permanent Police Officer appointments after 11 NOV 2005 (effective date of Civil Service withdrawal (see Section 51, Removal from Civil Service) and not grandfathered under M.G.L. Chapter 31, shall use the arbitration procedure outlined in this Article to appeal any discipline believed to be arbitrary, capricious or without just cause.

## **ARTICLE 6**

### **NO-STRIKE/NO-LOCKOUT CLAUSE**

6.01. It is agreed by the Parties that during the term of this Agreement there shall be no strikes, lockouts or withholding of services as defined by General Laws, Chapter 150, Section 9A.

## **ARTICLE 7**

### **REPRESENTATION**

7.01. A written list of Union Stewards and other representatives shall be furnished to the City immediately after their designation and the Union shall notify the City of any changes.

7.02. The employees covered by this Agreement will be allowed to be represented by one Union representative from the Union and any other non-employee representing the Union.

7.03. The City agrees to pay for time spent by this employee Union representative during his regular work hours in consulting with the Chief of Police or his designee regarding grievances. All other time spent by him in investigating grievances shall not be paid for by the City. If in the judgment of the Chief of Police it is felt that this privilege is being abused, the Human Resources Director shall reserve the right to meet with the Union to limit the amount of time being spent in the processing of grievances.

7.04. The Union agrees to cooperate in assisting the Chief of Police to find substitutes for the employee Union representative scheduled to be on duty at the times when meetings with representatives of the City are held.

## **ARTICLE 8**

### **DISCIPLINARY ACTION**

8.01. No employee shall be removed, dismissed, discharged, suspended or disciplined except for just cause. Massachusetts General Laws, Chapter 31, Section 41, as amended, applies to all employees grandfathered as of November 2005. Non-probationary employees hired after November 11, 2005 exclusive rights of appeal are specified in Article 5's arbitration procedures.

8.02. In the event of any disciplinary action by the Police Department against any employee, the Union, if so requested by the employee, shall be notified of such action as soon as is practical thereafter, and the Union shall be given the privilege of having an official of the Union at any formal disciplinary hearing if requested by the employee.

**ARTICLE 9**  
**FAILURE TO OBSERVE CONTRACT: NO PRECEDENT**

9.01. The failure of the City or the Police Department or the Union to insist, in any one (1) or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered a waiver or relinquishment of the right of the City or the Union to future performance of any such terms or provisions, and the obligations of the Union and the City to such future performance shall continue.

**ARTICLE 10**  
**SEVERABILITY**

10.01. Should any provision of this Agreement be found to be in violation of any federal or state law, or Civil Service rule, by a final decree of a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Parties will meet as soon as possible for the purpose of renegotiating the provision or provisions affected to ensure compliance with the law. Any renegotiations shall be limited in scope to the provision(s) of this Agreement found to be in violation of the law.

**ARTICLE 11**  
**RIGHTS AND PRIVILEGES**

11.01. All other benefits which are enjoyed by the employees covered by this contract are hereby protected by this Agreement. All benefits and/or rights enjoyed by the employees covered by this contract which are now governed by Municipal Ordinances or State law and which are not in conflict with this Agreement shall remain in full force and effect.

**ARTICLE 12**  
**TOURS OF DUTY BASED ON SENIORITY**

12.01. On or after October 15<sup>th</sup> of each year, the Chief of Police or his designee shall commence the hours of duty selection procedure and establish the hours of duty (work shifts) for

each Officer. The tours of duty selection sheets(s) shall contain the names of the Officers selected for special assignments prior to it being given out for bid by other Patrol Officers. Said special assignments shall be posted for application on or about September 1<sup>st</sup> of each year. The hours of duty shall become effective at 7:00am on the Sunday of the first full calendar week of the following year. The selection sheet shall also contain the number of patrol personnel assigned to each shift and the color group (days off) for each personnel slot on the shifts. Hours of duty shall be selected by seniority. However, Officers who resigned and provided a final date of employment shall lose seniority from the moment the final date of employment began. If an Officer is rehired, they will lose seniority on a day-for-day basis, regardless of whether or not there was a break in service. Upon return to service, they may be assigned to any shift where the administration deems appropriate until the next shift signing, at which time they would sign shifts and vacations based on their seniority.

Once the selection process begins for each shift, an Officer shall, once notified, be given a maximum of twenty-four (24) hours within which to select hours of duty and the entire selection process for all Patrol Officers shall be completed no later than December 15<sup>th</sup>.

Vacation leave as set forth in Section 22.01 shall be selected at the same time, and within the same twenty-four (24) hour period during which the Officer selects his hours of duty.

The Union shall monitor and encourage compliance with the signing requirements and for insuring that all tours and vacations are signed in accordance with the provisions of this Section.

12.02. The Chief of Police or his designee shall have the right to assign personnel to the individual beats. Assignments made under this Section will not be subject to the Grievance Procedure.

12.03. After the shifts have been established, the full-time Police Officers shall select their regularly assigned shifts in order of seniority in the Department/Bureau in which they work, (e.g., Detective Bureau, Bike Patrol, etc.).

12.04. Seniority among the full-time Police Officers is to be determined by continuous length of time served as a full-time Police Officer in the Police Department.

12.05. If an opening occurs on a shift, the full-time Police Officers' right of selection as above ordained, and in the same order of priority, shall be reserved to them.

12.06. A shift may be opened as a result of expansion of the police force or when a permanent vacancy occurs as a result of promotion, retirement, resignation or death. The vacant shift shall then be available for selection by full-time Police Officers who follow the seniority status of the Police Officer vacating, provided that there does not exist an acute shortage of replacement Police Officers in the Department, and except during the months of May through September.

12.07. When existing or experimental special assignments become available, any full-time Police Officer shall have the right to apply. The Chief of Police shall have the option of selecting an Officer(s), who, in his judgment, is best qualified for the position, regardless of seniority.

12.08. Any selection made under Section 12.07 will not be subject to the Grievance Procedure outlined in Article 5.

12.09. Notwithstanding the provisions of Section 12.03, the Chief of Police or his designee may change the shift of a Police Officer to another shift if in his judgment it is in the best interests of the City, Police Department or just cause to do so.

If the Police Officer affected believes the change is unjust, he may request a hearing before a panel consisting of the Chief of Police or his designee and the Union President or his designee. The Union attorney may attend if so requested by the Police Officer.

12.10. The unanimous decision of the two (2) members of the panel shall be final and binding on all Parties. In the event of a tie, the Officer may appeal to the Human Resources Director who, acting as a member of the panel, will make the decision or he may pursue his case through the Grievance Procedure, but may not do both.

12.11. If the Officer opts for the hearing before the Director, the decision shall be final and binding on all Parties. Any decision made under the provisions of this Paragraph will not be subject to the Grievance Procedure outlined in Article 5.

12.12. A request for a hearing under the provisions of this Paragraph must be made in writing within fifteen (15) calendar days that the Police Officer was informed of the change of his shift. Such hearing will be held promptly but no later than fifteen (15) calendar days from the date of receipt of the request. A written decision will be rendered within ten (10) calendar days. An appeal made under this Article will not stay the decision of the Chief of Police to change the shift.

### **ARTICLE 13** **HOURS OF WORK**

13.01. The regular assignment for full-time members of the Northampton Police Department shall be for four (4) consecutive eight (8) hour days followed by two (2) consecutive days off.

13.02. For administrative and special assignment purposes, the Chief of Police may assign certain Police Officers to a five (5) day, eight (8) hour per day work week followed by two (2) consecutive days off, but such assignments shall not jeopardize the intent to operate the Department of the basic "4-2" work week described above.

Police Officers assigned a 5-2 work week will be entitled to six (6) compensatory days per fiscal year, to be accumulated on a prorated basis. If these extra days are not used by the end of the fiscal year, the Officers will be paid at straight-time for them. Officers assigned to the 5-2

work week will normally not be assigned to work on Saturdays, Sundays and holidays listed in Article 21, Section 21.01, while working their special assignments.

13.03. When changing from Eastern Standard Time to Daylight Savings Time, employees working 11:00 p.m. to 7:00 a.m. will be reporting off duty on Daylight Savings Time. They will be credited for working eight (8) hours, even though they only worked seven (7) hours. Employees working the 7:00 p.m. to 3:00 a.m. shift will report off duty on Eastern Standard Time, working their regular eight (8) hour assignment.

When changing from Daylight Savings Time to Eastern Standard Time, employees working 11:00 p.m. to 7:00 a.m. will be reporting off duty on Eastern Standard Time. They will be credited for working eight (8) hours even though they worked nine (9) hours. Employees working 7:00 p.m. to 3:00 a.m. will report off duty on Daylight Savings Time, working their regular eight (8) hour assignment.

#### **ARTICLE 14** **INTERCHANGE OF WORK HOURS**

14.01. Any member desiring a swap or substitution of hours may do so subject to the following provisions:

- A. Such swaps or substitutions do not impose overtime cost on the Department.
- B. Arrangements and approval for swaps within the payroll period may be made with the employee's immediate supervisor, provided the Chief of Police or his designee is notified in writing.
- C. Neither the Department nor the City will be responsible for enforcing any agreements made by the employees for future repayment of said mutually agreed shift adjustment.



- D. It is understood that an employee's first responsibility is to his position with the City.
- E. Any request for a substitute during the payroll period with no pay back must be submitted to the Chief of Police or his designee for approval at least one (1) week in advance. The City will pay the employee who actually works the tour of duty and will not pay the employee who is absent because of the authorized substitution. An Officer may not request more than thirty-two (32) hours of substitutions during the contract year.
- F. Any Officer who has agreed to "swap" or "substitute" for another Officer and who fails to report for duty shall be subject to disciplinary action.
- G. For light duty swaps or substitutions, see Article 25.04.

14.02. The City shall not be required to pay overtime resulting from such mutually arranged changes in days off. It shall be the responsibility of the member desiring the change to provide a substitute without overtime payment.

## **ARTICLE 15** **OUTSIDE DETAILS**

15.01. All members of the bargaining unit shall be afforded the opportunity to accept outside detail work, but there shall be no discrimination against any member who declines to work outside details on a voluntary basis. Members shall have the option of declining offered outside details. Outside details shall be distributed to all members on an equitable and fair basis. Whenever convenient, a job may be divided to help obtain coverage. If a job is divided by the Department, the first four (4) hour minimum will apply only to the first Officer on the job if canceled within the limits set forth in Article 15.03, Section B unless the second Officer has begun the second four (4) hour tour, in which event he shall receive a minimum of one (1) hour's pay. Should the second tour be extended, no overtime need be paid.

15.02. The following provisions shall govern the assignment of outside paid police details to members of the bargaining unit when such work is to be paid for by another City Department, an outside individual, group, corporation or organization:

- A. Such assignment shall be made by the Chief of Police or his designated representative on a voluntary basis and shall be distributed among full-time members of the bargaining unit as evenly as possible. The Chief of Police shall maintain a record of all such assignments, which may be examined on a reasonable notice by a representative of the Union. No member of the bargaining unit or other person shall accept such assignment unless the same is made by the Chief of Police or his designated representative.
  - B. No such assignments shall be made to reserve Officers unless no full-time Officer has indicated availability during the time allowed for signing.
  - C. Requests for outside police details received with less than twelve (12) hours' notification to the Department will be filled as expeditiously as possible, keeping in mind the intent of the provisions of Section B above.
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15.03. The outside detail rate will be fifty-one dollars (\$51.00) per hour.

- A. In the event an off-duty police detail unexpectedly extends (i.e., it extends past what an Officer bids) past eight (8) hours, the rate after the eight (8) consecutive hours shall be paid at a rate of time and one-half the foregoing rate.
- B. If the Department is not notified by the contractor (or other private employer) at least three (3) hours in advance of a cancellation of an outside paid police detail, a minimum of four (4) hours' pay shall be paid to such employee.]

- C. Employees performing such outside details shall be guaranteed a minimum of four (4) hours' work at the applicable rate.
- D. While engaged in outside details, the City agrees to provide an Officer with a walkie-talkie if the same are available at the Police Department.
- E. The City will issue separate checks for all outside detail work.

15.04. Whenever a member of the bargaining unit is assigned to assume the duties and/or responsibilities of a Sergeant during outside details, he shall be compensated at the rate of pay of Sergeant for the time so served.

15.05. Any outside detail where alcoholic beverages will be served on the premises, but not in the area or room where Police Officers will be assigned, will require a minimum of two (2) Officers, at the discretion of the Chief of Police or his designee. In the event three (3) or more Officers are assigned to the above details, and the vendor disagrees with the number or refuses to accept the number of Officers, the Chief of Police or his designee will meet with the Union President or his designee to discuss the manpower disagreement before the job is cancelled.

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15.06. The scheduling of details will be governed by the outside detail guidelines, which are developed and updated by the Union Detail Committee and subject to the approval of the Chief of Police.

15.07. The City agrees that, effective July 1, 1988, a special fund shall be established to pay Police Officers for off duty detail work without waiting for receipt of payment from the person(s) requesting such private detail. The City reserves the right to establish an administrative fee not to exceed the amount authorized by State statute.

**ARTICLE 16**  
**OVERTIME PAY**

16.01. Approved overtime work for the Police Department other than extra work details as set forth in Article 15, in excess of eight (8) hours in any one (1) day, shall be paid at the rate of time and one-half the Officer's regular hourly rate of pay. A regular work week shall commence on Sunday at 7:00 a.m.

16.02. Any Officer who is called in for duty after he has completed his regular tour of duty and has left the premises shall be paid a minimum of four (4) hours at time and one-half rate. The Officer may be required to work the four (4) hours.

If the Officer's response is cancelled prior to reporting for duty, the Officer shall be paid one (1) hour at time and one-half rate.

If an Officer chooses, in lieu of reporting for duty, to perform interpretive services by telephone, he shall be paid a minimum of one (1) hour at a time and one-half rate. Should those services exceed the one (1) hour, he shall be further compensated for each fraction of an hour spent beyond the one (1) hour minimum, by receiving an additional hour's pay at time and one-half.

16.03. In the event that an employee is required by the Officer in Charge to work in excess of eight (8) hours in one (1) day, he shall be paid one (1) hour's overtime at the rate of time and one-half for time worked in excess of one (1) half hour. This provision shall also apply to work performed over the four (4) hour minimum pay provided for under Section 2 above. At the discretion of the Officer in Charge, the employee may be required to work the full hour for which he is being compensated.

16.04. Any Officer who is called in for emergency duty between the hours of 12:00 Midnight and 6:00 a.m. shall be paid at double his hourly rate for a minimum of four (4) hours. This means the following:

1. If an Officer who gets called in between the hours of 12:00 Midnight and 6:00 a.m. works any period of time between those same hours on the emergency duty and is relieved from such duty at or before 6:00 a.m., then the Officer will be paid for a minimum of four (4) hours or the duration of the emergency duty during the hours of 12:00 Midnight and 6:00 a.m., whichever is more.
2. If an Officer continues to work on such emergency duty beyond 6:00 a.m. until the start of his regular shift, the Officer will be paid double his hourly rate of pay, hour-for-hour, until the Officer's regular shift starts or until the four (4) hour minimum is satisfied, whichever is more.
3. If an Officer continues to work on such emergency duty beyond 6:00 a.m. and the next shift is the Officer's scheduled day off, the Officer will be paid double his hourly rate of pay, hour-for-hour, while the Officer continues to work such emergency duty on his scheduled day off or until the four (4) hour minimum is satisfied, whichever is more.
4. Emergency duty shall include, but not be limited to, cell monitor duty, photo identification, investigation, accident reconstruction, interpretive services, etc.
5. This provision does not apply to any Officer who, having been on duty from 3:00 p.m. to 11:00 p.m., continues to work after 11:00 p.m.
6. There will be no pyramiding of emergency duty pay rate and the regular rate for any Officer. Any Police Officer who is called in for emergency duty from vacation or his day off shall be paid at double his hourly rate for a minimum of four (4) hours.

If an Officer is called in between the hours of twelve (12) midnight and six (6) am for emergency duty and his/her response is cancelled prior to reporting for duty, the Officer shall be paid one (1) hour at double his/her regular hourly rate.

If an Officer chooses to perform interpretive services by telephone in lieu of reporting for duty between the hours of 12:00 Midnight and 6:00 a.m., he shall be paid a minimum of one (1) hour at double his regular hourly rate. Should those services exceed the one (1) hour, he shall be further compensated for each fraction of an hour spent beyond the one (1) hour minimum, by receiving an additional hour's pay at double his hourly rate.

16.05. Any time worked in excess of an employee's normal work schedule will be paid at an overtime rate of one and one-half ( $1\frac{1}{2}$ ) times an employee's hourly rate, which shall be  $\frac{1}{40}$  of the weekly pay rate, and the holiday pay rate shall be  $\frac{1}{4}$  of the weekly pay rate.

16.06. An Officer who works during the time he would normally be off on vacation shall be paid at the rate of time and one-half.

16.07. An employee may request compensatory time in lieu of overtime pay, and such compensatory time will be computed at the same rate of one and one-half ( $1\frac{1}{2}$ ) for each full hour of overtime worked. No more than eighty (80) hours of compensatory time may be carried by the employee during the contract year, and will not be cumulative from year to year. Compensatory time held on May 30<sup>th</sup> will be paid in a lump sum payment by the close of the fiscal year if so requested in writing by the employee.

Request for use of compensatory time in excess of three (3) hours shall be made in writing to the Chief of Police or his designee at least seven (7) days in advance of the date requested. Approval for such use is solely at the Chief of Police's or his designee's discretion. Any request for compensatory time amounting to three (3) hours or less shall be made in writing and subject to approval by the Officer in charge of the employee's shift.

For the purposes of this Section, compensatory time can only be accumulated for regular Departmental overtime worked (excludes overtime worked during training, under grants, task force or similar reimbursements, or any overtime where payments come from a source other than the Department) or sick leave incentive under Article 23.08.

Carry-Over of Compensatory Time: The City agrees to allow the Officers to carry over three (3) compensatory days from one fiscal year into the next. This carry-over shall be limited to an accrual of twenty-four (24) hours of accrued compensatory time. The Union understands, and agrees, that such carry-over does not increase the total amount of time which maybe accrued, i.e., eighty (80) hours.

16.08. An employee who through their job requirements (School Resource Officer) is restricted as to when they can request compensatory time and is unable to use time prior to May 30<sup>th</sup>, as noted in Section 16.07, may request an extension of no more than four (4) months. When a time extension is requested, and employee must submit for approval, the request for use, including the specific dates, of the remaining compensatory time. Approval for the requested extension shall be made through the Chief of Police prior to May 30<sup>th</sup>. Any denial under this clause shall not be subject to the Grievance Procedure.

16.09. An Officer required to attend training on his off-duty time shall be paid at the overtime rate. In the event an employee is assigned to any training program in lieu of his regular assignment, the employee shall not be eligible for compensation for commuting time to and from said assignment, unless said training is mandated. Any transportation costs will be borne by the Department.

16.10. Funeral/Parade Attendance: When a parade or funeral event is posted requesting participation, Officers who volunteer to attend the event may either flex their work schedule or receive straight compensable time at the discretion of the Chief of Police.

16.11. CISD Team Member Compensation: Upon approval of the Chief of Police or her designee, a member of the CISD team may be allowed to either flex their work hours or earn straight compensable time for time worked performing CISD duties.

16.12. Dog Handlers will receive a Stipend of nine hundred dollars (\$900.00) per year.

## **ARTICLE 17** **SHIFT INCENTIVE**

17.01. All employees covered by this Agreement working on the 3:00 p.m. to 11:00 p.m. shift shall be paid an additional forty cents (\$.40) per hour; all employees covered by this Agreement working on the 11:00 p.m. to 7:00 a.m. shift shall be paid an additional fifty cents (\$.50) per hour.

Officers who work on a different shift on a temporary basis shall not receive a modified rate of pay under this Article unless reassigned by the Chief of Police for thirty (30) or more consecutive calendar days. This includes swaps, subs, or working a different shift for any other reason. Shift incentive is not calculated into the overtime rates, sick days, vacation days or any other days off and it is not received by employees who go into unpaid status.

17.02. Shift Incentive is to be computed on a flat rate basis.

17.03. For the purposes of this Collective Bargaining Agreement, the 11:00 p.m. to 7:00 a.m. shift shall be considered to be the third shift.

## **ARTICLE 18** **EDUCATIONAL INCENTIVE ALLOWANCE FOR POLICE OFFICERS**

18.01. In order to receive the EIP payment, employees must have completed their one-year probationary period, and must provide the Chief of Police with a year's notice of the anticipated date of graduation. Upon graduating, the employee must provide the Chief of Police with transcripts verifying completion of the program. These documents must be received by



May 1<sup>st</sup> to receive the June payment or by November 1<sup>st</sup> to receive the December payment. "Student" Officers as defined under M.G.L. Chapter 41, Section 96B (amended) will not be eligible for benefits while attending the training; however, they may apply for eligibility should successful graduation occur prior to the deadlines in Article 18.05.

Any unit member who, as of 5/28/2013, was receiving an Educational Incentive under the Quinn Bill shall, based on his level of academic achievement, receive the higher of:

- A. A grandfathered dollar amount equal to the dollar amount he would have received under a 100% Quinn Bill reimbursement rate as of 5/28/2013 calculated after any FY 2013 rate adjustments are made). This dollar amount shall not increase in subsequent years unless otherwise negotiated by the Parties, or
- B. The dollar amount calculated under the Educational Incentive Allowance for Police Officers set forth in 18.01, Paragraph C, below.

With respect to Officers eligible for Quinn Bill incentive pay as of 5/28/2013, this provision will take effect in Fiscal Year 2013. The first half of the payment shall be made in December, when the City's portion of the Quinn Bill incentive has traditionally been due. The second half of the payment shall be made in June, when the City has traditionally forwarded to the Officers the State's reimbursement of the Officer's Quinn Bill incentive pay.

The Parties expressly agree that the payment listed above are in excess to and include the City's 50% Quinn Bill incentive pay under M.G.L. Chapter 41, Section 108L, and whatever portion of Quinn Bill incentive pay that the State does/may contribute. So long as the Quinn Bill legislation remains on the books in Northampton, and if and when the 50% reimbursement rate of the City and the State's contribution rate ever exceed the amounts set forth in this Section in any given year, unit members covered under the Quinn Bill or this Educational Incentive Allowance for Police Officers. The Parties agree that in the event the events in the preceding sentence ever take place, then the provisions of the old Article 18 in the labor agreement that expired on June 30, 2012 will govern the application/administration of the Quinn Bill benefit.

The Parties agree that in no event shall the City be required to pay benefits under both this Agreement and under M.G.L. c. 41, 108L (the Quinn Bill).

C. Starting in fiscal year 2014, unit members hired by the City on or after July 1, 2009 and those unit members hired by the City before July 1, 2009 who are not eligible to participate in the Quinn Bill Educational Incentive on or before 5/28/2013, the City shall pay each such qualified unit member an Educational Incentive for an approved associates, bachelors or masters degree allowance as follows:

1. An Associates degree shall yield an Educational Incentive Allowance of \$4,000.00;
2. A Baccalaureate degree shall yield an Educational Incentive Allowance of \$8,000.00;
3. A Masters degree shall yield an Educational Incentive of \$10,000.00.
4. Eligible degrees shall be from a university, college, technical institute or other institution approved by the New England Association for Colleges and Secondary Schools, or a similar national accrediting organization and shall include only Associates, Bachelors or Masters degrees in the following fields:
  - Criminal justice, law enforcement and political science degrees as defined under M.G.L. Chapter 41, Section 108L;
  - Sociology;
  - Forensic science with a concentration in criminalistics;
  - Computer science with a concentration in forensic computer science;
  - Psychology.

For any degree, at any level, that is NOT one of the five (5) identified above, the Officer shall receive an Educational Incentive of \$1,500.

With respect to Officers covered by this Paragraph C, these provisions will take effect in Fiscal Year 2014. The first half of the payment shall be made in December, when the City's portion of the Quinn Bill incentive has traditionally been due. The second half of the payment shall be made in June, when the City has traditionally forwarded to the Officers the State's reimbursement of the Officer's Quinn Bill incentive pay.

18.02. Retirement calculations are not made by the City. Therefore, the effect, if any, of this Article 18 upon retirement benefits are not part of this Agreement.

18.03. The calculations for providing the benefits of this Educational Incentive shall be determined on the employee's base pay exclusively and shall not include overtime, holiday pay, court time or other financial benefits that are part of an employee's gross earnings. Likewise, Educational Incentive Pay shall not be included in the base rate for determining contractual overtime or other premium payments under the labor agreement.

18.05. To be eligible for any benefits under the Educational Incentive Allowance, an employee must have completed his one-year probationary period and must submit the required paperwork prior to the September 1<sup>st</sup> deadline. Employees seeking to participate in this program should apply for incentive pay by submitting official transcripts to the Chief of Police by August 1<sup>st</sup>.

18.06. Any new employee hired at such time that precludes meeting the deadlines in Article 18.05 will be eligible for Educational Incentive Allowance calculated on a pro-rated basis monthly (full 30 day, 1/12 annual cycle) commencing on the date of eligibility.

## **ARTICLE 19** **LONGEVITY PROGRAM**

19.01. All full-time members of the Police Department shall be eligible for longevity payments in accordance with the following schedule:

- A. Upon completion of five (5) years of continuous service, a sum of one hundred dollars (\$100.00) shall be added to his pay once a year and once each year thereafter through the ninth (9<sup>th</sup>) year of continuous service he shall receive a longevity payment of \$100.00.
- B. Upon completion of ten (10) years of continuous service, a sum of five hundred dollars (\$500.00) shall be added to his pay once a year and once each year thereafter through the fourteenth (14<sup>th</sup>) year of continuous service he shall receive a longevity payment of \$500.00.
- C. Upon completion of fifteen (15) years of continuous service, a sum of six hundred dollars (\$600.00) shall be added to his pay once a year and once each year thereafter through the nineteenth (19<sup>th</sup>) year of continuous service he shall receive a longevity payment of \$600.00.
- D. Upon completion of twenty (20) years of continuous service, a sum of seven hundred dollars (\$700.00) shall be added to his pay once a year and once each year thereafter through the twenty-fourth (24<sup>th</sup>) year of continuous service he shall receive a longevity payment of \$700.00.
- E. Upon completion of twenty-five (25) years of continuous service, a sum of eight hundred dollars (\$800.00) shall be added to his pay once a year and once each year thereafter he shall receive a longevity payment of \$800.00.

19.02. For the purposes of this Section, full-time employees may receive credit for uninterrupted service for the City under provisional and permanent appointments.

19.03. Payment of longevity compensation shall be made on an annual basis and shall be paid on the last day of the month in which the anniversary date occurs.

19.04. Those employees leaving the service of the City of Northampton through retirement or death shall be given credit for one (1) year of service if they have had a least six (6) months' service following their anniversary date.

19.05. An employee who provides at least one (1) year's advance notice of retirement and retires, by submitting an application for retirement with the local Retirement Board, shall receive upon retirement an amount of five hundred dollars (\$500.00). If the notice is at least six (6) months in advance, the amount shall be two hundred fifty dollars (\$250.00).

## **ARTICLE 20** **COURT TIME**

20.01. Any Police Officer on duty in the evening or at night, on vacation, furlough or on a day off who attends as a witness in a criminal case pending in Juvenile Court, District Court, the District Attorney's office, Grand Jury, Superior Court or other official hearings will be granted additional pay under the following policy:

- A. Any Police Officer on duty in the evening or at night who attends as a witness for the Commonwealth in a criminal case pending in Juvenile Court, District Court, the District Attorney's office, Grand Jury, Superior Court or other official hearings will be granted a minimum of three (3) hour's pay at time and one-half his regular hourly rate for each court appearance. Should such Officer be required to be present at a court session as specified above for longer than three (3) hours in a day, he shall be further compensated for each fraction of an hour spent beyond the three (3) hour minimum, by receiving an additional hour's pay at time and one-half.
- B. Any Police Officer who attends as a witness for the Commonwealth in a criminal case pending in Juvenile court, District Court, the District Attorney's office, Grand Jury, Superior Court or other official hearings while on a day off, vacation

or furlough shall be compensated for a full day's pay at the rate of time and one-half his regular rate of pay for each such appearance.

- C. Any employee who is served with a subpoena to appear in court as a witness in a civil case shall be paid in the same manner as in a criminal case if his involvement resulted from an official assignment by a Superior Officer. In situations where an Officer's involvement resulted from an off-duty occurrence, he shall not be eligible for the foregoing compensation.
- D. Reasonable notice, eight (8), hours, will be given an Officer if a court case is continued or canceled. If less than eight (8) hours' notice is given, the Officer will be paid at the rate he is entitled to. No Officer shall be held liable for his appearance in court if less than eight (8) hours' notice was given him of a scheduled case.
- E. No employee shall be required to stand by away from court awaiting a call to appear in court without being compensated at the agreed minimum time paid for regular court appearance.
- F. No employee, after being listed for court, shall absent himself for court except when out of town on vacation, or on sick leave, or some other valid reason. If absent for no valid reason as listed above or for any other reason acceptable to the Chief of Police, he shall forfeit one (1) full day's pay at the rate of time and one-half to be deducted from court time pay subsequently due him. This penalty will be in addition to any disciplinary action the Chief of Police may decide to take in this matter.

## ARTICLE 21 HOLIDAYS

21.01. All full-time members of the Police Department, whether scheduled to work or not, shall be guaranteed a stipend for each of the following eleven (11) paid holidays per year. When a holiday falls on a Sunday and Monday is celebrated as the holiday, then that Monday shall be considered the holiday in applying provisions of this Article. The following days shall be considered as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

The holiday pay stipend is equal to one day's pay (i.e., ten (10) hours) at straight-time.

21.02. An employee who is required to work on a holiday is paid at his straight-time rate for the hours actually worked in addition to the holiday stipend set forth above.

21.03. An employee who is required to work overtime on a holiday shall be paid at time and one-half for his overtime hours in addition to the holiday stipend as provided above under Section 21.01.

21.04. An employee may request compensatory time at the same equivalent rate in lieu of holiday pay. If the request is approved by the Chief of Police or his designee, prior approval for use must be obtained. The total compensatory time approved under Article 16.07 and this Article may not exceed eighty (80) hours during the contract year.

21.05. To be eligible for holiday pay, an employee must work on the holiday; or if he or his shift is not scheduled to work on the holiday, the employee must work his or his shift's last scheduled work day preceding the holiday and his or his shift's first scheduled work day

following the holiday. An employee who is absent from work on such holiday, or on his or his shift's last scheduled work day preceding the holiday or his or his shift's first scheduled work day following the holiday, and whose absence is recorded as attributable to line of duty because the injury giving rise to the absence arose out of or occurred in the course of his employment as an employee, shall be entitled to holiday pay.

21.06. A holiday falling with the employee's paid vacation shall be paid as though the employee were working regularly, but not more than one-fourth (1/4<sup>th</sup>) of the employee's basic week's pay shall be paid for the holiday.

21.07. When a holiday falls on Sunday and Monday is celebrated as the holiday, then that Monday shall be considered the holiday in applying the provisions of this Article. However, New Year's, Fourth of July and Christmas will be considered holidays as January 1, July 4 and December 25, respectively.

21.08. An employee who is unable to work because of a non-work-related injury or illness for a consecutive period of two (2) calendar weeks or more shall be entitled to holiday pay for any holiday listed in Section 21.01 which occurs thereafter and within the period of that illness. The Chief of Police may require a doctor's certificate attesting to the illness of the employee prior to making the payment required herein.

21.09. Notwithstanding the provisions of Section 21.05, the Chief of Police or his designee, as the case may be, may, at his discretion, approve holiday pay in cases of bona fide illness.

21.10. The City agrees that if during the term of this Agreement a mandatory holiday is declared (new) or any holiday called for in the State that closes public buildings and all City employees are given the date off, then the above Parties shall meet prior to or immediately after said holiday to discuss the impact, if any, of such holiday on the employees covered by this Agreement.



**ARTICLE 22**  
**VACATIONS**

22.01. Vacation leave shall be granted according to an employee's years of service within the City, whether or not his service has been entirely within the Department, as follows:

One (1) year but less than five (5) years: Fourteen (14) working days  
Five (5) years but less than ten (10) years: Twenty-one (21) working days  
Ten (10) years and over: Twenty-eight (28) working days

On the January 1<sup>st</sup> crediting date, an employee who has been on leave without pay for any full week period during the previous calendar year shall be entitled to a proportionate share of his vacation leave, to be computed by taking the amount of vacation leave he would have been entitled to if he had worked, and subtracting the time the employee was in non-pay status.

22.02. Any employee who on January 1<sup>st</sup> of the current year has had less than one (1) years' service shall be granted 1.2 working days of paid vacation for every full month of actual service with the Department. Fractions of days will be rounded off to the nearest day.

22.03. In the event an employee terminates before having taken all of his vacation, he shall be paid for whatever vacation is unused. In the event of death, this amount will be paid to his estate.

22.04. Vacation time shall be bid for on a Police Department seniority basis.

22.05. Vacation pay shall be paid to employees in advance on the last regular day prior to the commencement of the employee's vacation if requested in writing.

22.06. An employee on vacation will not be restricted in travel or held on a standby basis, except in a case of a declared emergency; and, in such an event, his vacation shall be extended accordingly.

22.07. If an employee because of illness or accident is unable to begin his vacation when scheduled, the employee shall notify the Department in advance of the date when his vacation is to begin, and his vacation will be rescheduled in the best manner possible.

22.08. With the prior approval from the Chief of Police, an employee may substitute up to three (3) "floating days" for vacation time previously scheduled.

22.09. When bidding vacations, the employee whose turn it is to bid shall be allowed twenty-four (24) hours to sign his vacation; if not signed by then, he shall be by-passed and placed at the bottom of the bidding list at the discretion of the Chief of Police or his designee.

22.10. No employee shall be entitled to be paid for or to carry forward any unused vacation time from one calendar year to the next.

22.12. The Chief of Police or his designee will post and make available a first and second week of vacation to each shift for the full calendar year through the third series of bidding. All such weeks will be posted prior to the start of the bidding process.

Members will not have to sign the vacation book for vacation days of three (3) or fewer. These will be considered "floating vacation days." A bargaining unit member who wishes to use a floating vacation day must provide a twenty-four (24) hour advance notice. Approval for use is at the discretion of the Chief of Police or his designee.

The bidding will be done in a three (3) part series:

First series: Three (3) weeks

Second series: Two (2) weeks

Third series: All remaining full weeks

**ARTICLE 23**  
**SICK LEAVE**

23.01. All regular full-time employees covered by this Agreement shall accumulate up to fifteen (15) working days per year (120 hours) on the basis of one and one-quarter (1¼) days (10 hours) for each full month in a pay status. Accrual shall be by payroll period.

23.02. Unused sick leave shall be cumulative without limit.

23.03. The Chief of Police or his designee may request a doctor's certificate before approving sick leave.

23.04. Sick leave as used in this Article shall be defined as absence from work without loss of pay because of a non-service-connected illness or injury. Sick leave allowance shall be reduced by the number of hours of paid sick leave granted an employee.

23.05. Sick leave shall not be granted for any sickness or injury incurred through the use of drugs or alcohol unless the employee is under medical treatment for alcoholism or drug abuse.

23.06 (a). Upon retirement, so long as such retirement is not prompted by the commission of a dishonest or criminal act that has harmed the interest(s) of the Police Department or City, an employee shall be entitled to payment for accumulated but unused sick time in accordance with the following formula, which is subject to a total payout cap of fifty-five hundred dollars (\$5,500.00):

The number of accumulated but unused sick leave hours credited to an employee at the date of his retirement shall be divided by three and the result shall be multiplied by the then-effective rate of compensation. The product of such calculation shall be payable to the employee with his final paycheck. Such payout shall not exceed \$5,500.00.

The sick leave buy-back cap provisions shall not apply to those employees hired before December 31, 1986.

23.06 (b). The 33.3% sick leave buy-back may be taken as a lump sum or may, if the employee chooses, be taken as follows:

- 1/3 upon retirement;
- 1/3 six months after retirement date;
- 1/3 one year after retirement date, an employee may delay payment until the following calendar year.

23.07. In the case of the death of any active employee covered by this Agreement, one-third of his accumulated sick leave shall be payable in a lump sum to his designated beneficiary under the same provisions as outlined in the preceding Paragraph. In the event an Officer is killed in the line of duty, all of the Officer's accumulated sick leave shall be payable in a lump sum to his designated beneficiary. This distribution will be based on the Officer's maximum hourly rate of pay received during the last full year prior to the Officer's death.

23.08. Effective the first pay cycle of FY 02, any bargaining unit member who does not use sick time for four (4) consecutive pay cycles shall be entitled to either two (2) hours of compensatory time (at straight-time) as allowed under Article 16.07, or two (2) hours of pay, at the employee's request.

23.09 (a). Upon honorable separation of service, excluding retirement or death, an employee shall receive after five (5) years of continuous service, but less than ten (10) years, 16.76% of the value of accumulated sick leave (employees hired after 1986 are subject to a maximum payment cap of \$5,500.00); after ten (10) years, but less than fifteen (15) years of continuous service, 20% (employees hired after 1986 are subject to a maximum payment cap of \$5,500.00); and more than fifteen (15) years of continuous service, 25% (employees hired after 1986 are subject to a maximum cap of \$5,500.00). The employee may defer some or all of this payment into a subsequent tax year, but may not be required to do so.

23.09 (b). In the case of the death of any active employee covered by this Agreement, one-third of his accumulated sick leave shall be payable in a lump sum to designated beneficiary under the same provisions as those outlined in the preceding Paragraph. In the event that an Officer is killed in the line of duty, all of that Officer's accumulated sick leave shall be payable in a lump sum to his designated beneficiary. This distribution will be based on that Officer's maximum hourly rate of pay received during the last full year prior to the Officer's death. (The payout under this Paragraph for any employee hired after 1986 will be subject to a maximum payment cap of \$5,500.00.)

The following Officers shall, by Side Letter of Agreement, be grandfathered as exempt from the payment cap contained in Article 23: M. Allard and L. Caputo.

23.10. The Chief of Police or his designee may impose the following restrictions on a Police Officer whose performance evaluation indicates that the use of his sick leave is excessive with such restrictions remaining in effect until such time as the employee's sick leave record reaches an acceptable level.

- A. An employee who has reported in sick because he is incapacitated and unable to report for duty shall be confined to his home (unless hospitalized). If the employee should leave his home for medical treatment, pick up medicine or prescriptions, etc., he must call the Station and inform a supervising Officer on duty before leaving and upon returning home. This requirement applies only to the Officer's eight (8) hour working schedule.
- B. An Officer on sick leave from a serious injury/illness that occurred off-duty may be excused from calling in provided the Officer provides a medical slip/release from his doctor substantiating the injury/illness.
- C. An Officer who has been placed on restriction and who has been out on sick leave three (3) consecutive days or more shall not be eligible to work overtime or extra outside details for five (5) working days after the last sick day.

**ARTICLE 24**  
**PERSONAL DAY**

24.01. Bargaining unit members shall receive two (2) personal days per calendar year. Should an employee for whatever reason be unable to use said personal days, they shall be converted to sick time and carried over into the next calendar year.

24.02. A bargaining unit member who wishes to utilize a personal day must provide a twenty-four (24) hour advance notice. Approval for use is at the discretion of the Chief of Police or his designee.

**ARTICLE 25**  
**LIGHT/LIMITED DUTY**

25.01. The City and the Union hereby agree to implement a voluntary "Light Duty" program. An employee who is absent because of a non-work-related injury and who has been certified by the City physician as capable of returning to light/limited duty may choose to return to work on a light/limited duty status.

25.02. An employee who is absent because of a work related injury may be required to return to work in a light/limited duty status if he has been certified by the City-designated physician as being capable of returning to work in that capacity.

25.03. If an Officer is assigned to light duty, he shall be assigned to his regular shift for such light duty if at all possible.

25.04. In the event that an Officer is assigned to light duty, such light duty shall not interfere with on-going medical treatment. Swaps and substitutions may be allowed on light duty, but only upon advance approval from the Chief of Police, Lieutenant or Officer in Charge. Unit members on light duty are not subject to forced overtime, but may work voluntary overtime with the approval from Chief of Police, Lieutenant or Officer in Charge.

**ARTICLE 26**  
**BEREAVEMENT**

26.01. In the event of the death of a spouse or child as defined by the City of Northampton's Family Medical Leave Act policy, paid leave of up to one (1) calendar week will be granted.

In the event of a death of a member of the immediate family of an employee, the employee will be granted paid leave of up to three (3) working days. Immediate family is defined as employee's mother, father, step-parent, foster parent, step-child, foster child, sister, brother, grandparent, grandchild, father-in-law, mother-in-law and relative residing in the household.

In the case of the death of the employee's following relative, one (1) day of paid leave shall be allowed: aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

With the consent of the Department Head and providing it will not impair/reduce the effective delivery of services, an employee scheduled to work may be granted up to four (4) hours of paid leave to attend the services of a deceased co-worker.

**ARTICLE 27**  
**FUNERAL EXPENSES**

27.01. The City will adopt Chapter 41, Section 100G 1/4.

**ARTICLE 28**  
**LEAVES OF ABSENCE**

28.01. Unpaid leaves of absence may be granted with the approval of the Chief of Police or his designee in case an employee who is ill has exhausted his sick leave, in case an employee desires to further his education so as to qualify for advancement within the Police Department

and in other cases approved by the Chief of Police or his designee. Periods in a non-pay status will be deducted from the date used for longevity, vacations and step increases. Extensions of leaves of absence beyond one (1) year may be granted in the discretion of the Chief of Police or his designee. Those employees who were grandfathered under the Civil Service statute when the City of Northampton withdrew from the Civil Service system shall have their unpaid leaves of absence granted in accordance with applicable Civil Service leave provisions.

28.02. An employee in “no pay/unpaid status”\* while on a leave of absence other than one attributable to the Family Medical Leave Act (FMLA) or Injured-on-Duty status (IOD) will be responsible for paying both the employee and employer portion of his health insurance premium. Employees who are in unpaid/no pay status on any type of leave exclusive of the FMLA or IOD status will not accrue benefits during the unpaid portion of the leave.

\* An employee who is in no pay/unpaid status shall hereinafter be defined as less than fifty percent (50%) of his regularly scheduled work week.

## **ARTICLE 29** **INSURANCE**

29.01. The City shall continue to pay at least fifty percent (50%) of the group insurance indemnity plan and eighty percent (80%) of the premium for hospital and medical coverage provided through health maintenance organizations (HMOs). The cost of such programs and benefits as prescribed by Chapter 32B of the Massachusetts General Laws entitled “Contributory Group General or Blanket Insurance for Persons in the Service of Counties, Cities, Towns and Districts and their Dependents” was accepted by the City of Northampton on August 30, 1960. Effective June 23, 2006, the health insurance plan design changes were amended and approved. See below.

29.02. The City agrees to establish a cafeteria plan to cover all 125 eligible benefits.

29.03. The City of Northampton agrees to make available a voluntary dental program to be paid for by employees effective FY02.



29.04. The City agrees to raise the current life and accidental death and dismemberment policy amount to \$5000.

### **ARTICLE 30** **WAGE DEDUCTIONS**

30.01. Contributory Group General or Blanket Insurance for Persons in the Service of Counties, Cities, Towns and Districts and their Dependents premiums and retirement contributions shall be deducted from the participating employee's pay on a bi-weekly basis.

30.02. Union dues shall be deducted from the employees' pay on a bi-weekly basis and paid directly to the Patrol Officers' dues account.

30.03. The City agrees to deduct deductions for the credit on and/or deferred compensation on a bi-weekly basis for participating employees.

30.04. Effective FY02, the City agrees to make deductions for the Flexible Spending Account Program on a bi-weekly basis for participating employees.

### **ARTICLE 31** **INDEMNIFICATION**

31.01. Indemnification provisions as provided by Chapter 41, Section 100 of the General Laws of Massachusetts, as amended, shall be continued during the term of this Agreement.

31.02. The City will indemnify any Police Officer covered by this contract for expenses or damages incurred by him in the defense or settlement of a claim against him in an amount not to exceed \$100,000 which claim arose out of acts performed by such Officer while acting within the scope of such claim shall have been made by the City Solicitor or by an attorney legally employed for the purpose by the City.

## ARTICLE 32 UNIFORMS

32.01. All employees covered by this Agreement who are required to wear uniforms while on duty shall, in each fiscal year, receive an allowance of up to eight hundred fifty dollars (\$850) for the purchase, cleaning and maintenance of uniforms. Any employee that is required to maintain two or more different types of uniforms, i.e., bike patrol, shall be eligible to receive an additional amount of one hundred twenty-five dollars (\$125) subject to approval of the Chief of Police or his designee. Cut-off date for applying for clothing slips will be June 1<sup>st</sup> of the fiscal year. Payments for uniforms, listed equipment and articles authorized by the Chief of Police shall be by invoices addressed to the City of Northampton Police Department by the sellers, or with the City reimbursing the Officer upon proof of purchase of a receipt or invoice approved by the Chief of Police and acceptable to the City Auditor. Eligible items considered as part of the Officer's uniform and necessary equipment are listed in the departmental AOM's P102 (The Prescribed Uniform) and P102A (Police Uniform-Specifications).

Any other item that the Chief of Police feels is a necessary piece of Police equipment may be purchased by the Officer with the Chief of Police's approval.

Any Officer not keeping his uniforms up to the Northampton Police Department standards shall be required to bring uniform purchases into the Chief of Police, or his designee, for verification and may be restricted to purchasing uniforms only with his allowance until he meets the Department standards.

32.02. The Chief of Police or his designee must pre-approve, in writing, the purchases of ordinary street clothes to be worn by Police Officers in the performance of their police duties.

32.03. The City agrees to pay, as a part of the uniform allowance as specified above, for the repair of uniforms damaged in the line of duty but not for ordinary wear-and-tear.

32.04. The City agrees to furnish to each new Police Officer hired a full appropriate seasonal uniform, the total of which shall not exceed one thousand dollars (\$1,000). Further, the Officer will be eligible for an allowance of seventy dollars (\$70) per month for each full month remaining between the Officer's date of hire and the beginning of the new fiscal year.

32.05 The City agrees to pay for pistol permits for employees covered by this Agreement.

32.06. Once an Officer has given notice of resignation or retirement, he will no longer be eligible for benefits under Article 32.

### **ARTICLE 33** **UNION BUSINESS LEAVE**

33.01. A maximum of four (4) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

33.02. One member of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union in the processing of grievances, when such meetings take place at a time during which such members are scheduled to be on duty, with the express permission of the Chief of Police or his designee.

33.03. Such Officers and members of the Union as maybe designated by the Union shall be granted leave from duty with full pay for Union business other than that provided in Article 7. Not more than two (2) members shall be granted leave with pay at any one time for such business.

33.04. The total maximum time paid for all Union Officers or members designated by the Union under provisions of Section 33.03 shall not exceed ten (10) working days in any calendar year.

33.05. The Union agrees to cooperate in assisting the Chief of Police to find substitutes for Committeemen or delegates who are granted leave under Sections 33.01 through 33.04 above at times when they are scheduled to be on duty.

33.06. No Officer or member shall engage in any unprotected Union activity on duty, without obtaining prior authorization to do so from the Chief of Police or his designee.

#### **ARTICLE 34** **UNION MEETINGS**

34.01. The City will permit the Union to hold meetings in the Police Station, the exact location of such meetings to be approved by the Chief of Police. In his discretion, the Chief of Police may allow on-duty Officers to attend Union meetings.

34.02. With the prior approval of the Chief of Police, the Union shall be permitted use of reasonable amount of space for placing notices on the bulletin board in the Police Station.

#### **ARTICLE 35** **SAFETY**

35.01. A Safety Committee, comprised of three (3) members of the Police Department, shall meet with the Chief of Police upon request of either Party to discuss and make recommendations for improvement of the general safety and health of the employees covered by this Agreement. The Chief of Police or his designee will make every effort to notify the Safety Committee of meetings, including purchases of new equipment.

#### **ARTICLE 36** **MILITARY LEAVE**

36.01. Employees shall be entitled, during annual training as a member of the Reserve Armed Forces of the United States or as a member of the National Guard of the Commonwealth,

to receive full pay and benefits from the City while so serving for any period during the calendar year, not in excess of seventeen (17) calendar days less any amount received as a military salary from either the federal government or from the Commonwealth for so serving. The City need only reimburse the Reservist for military salary for days corresponding with the employee's work schedule. For the purpose of weekend drills, Officers will be granted leave without pay over and above the seventeen (17) days allowed above.

### **ARTICLE 37** **EMERGENCY LEAVE**

37.01. Up to thirty-two (32) hours of emergency leave during the contract year to be charged to sick leave may be granted by the Chief of Police or his designee. An emergency is defined as a need that cannot be met at any other time than during working hours.

37.02. For the purpose of interpreting this provision, an emergency shall be defined as a combination of circumstances not reasonably foreseeable by the employee, which, because of their compelling nature, prohibits him from assuming or completing his regularly scheduled tour of duty. This emergency must pertain to the individual requesting the leave or immediate family as defined in Article 26.37.03. Examples of absences that Emergency Leave may be used for include, but are not limited to, the following:

- to care for an ill or incapacitated member of their family who is suffering from a physical or mental illness, injury or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- to attend a routine medical appointment or to attend a routine medical appointment for the family member;
- for a victim to address the psychological, physical or legal effects of domestic violence; and/or
- to travel to and from an appointment, a pharmacy or other location related to the purpose for which the sick time was taken.

**ARTICLE 38**  
**PHYSICAL EVALUATION**

38.01. The City reserves the right to have members of the bargaining unit undergo an annual physical examination to determine their fitness for the positions which they hold.

**ARTICLE 39**  
**PHYSICAL FITNESS**

39.01. The Union and the City agree that during the term of this contract, every effort will be made to establish a voluntary physical fitness program through the combined efforts of the Union and the Police Committee.

**ARTICLE 40**  
**MATERNITY LEAVE**

40.01. Employees will be eligible for Maternity Leave in accordance with the provisions of Massachusetts General Laws Chapter 151B, Section 4 and Chapter 149 Section 105D as interpreted and enforced pursuant to Chapter 151B, Section 4 (11A).

**ARTICLE 41**  
**INJURY LEAVE**

41.01. Any employee covered by this Agreement shall be compensated while on Injured-on-Duty leave in accordance with M.G.L. Chapter 41, Section 111F, as amended. The City, without expense to the employee, may require the employee to be examined by a physician of the City's choice, and will have the right to a complete report from such physician.

41.02. There shall be no deduction from pay for holidays falling in the Injured-on-Duty leave. When an Officer is on Injured-on-Duty leave, he will be credited vacation as if he had not been injured-on-duty status. It is understood that, like Officers not on IOD status, in no case will the Officer be permitted to carry over vacation from year to year or have more vacation on the

books than a similarly-situated Officer who was not on injured-on-duty status. The provisions of Articles 18 and 19 shall continue throughout injured-on-duty leave.

41.03. An employee who is incapacitated for duty due to incurring an injury in the line of duty and receiving leave benefits pursuant to M.G.L. Chapter 41, Section 111F, while receiving such benefits shall not engage in any other form of employment either by self-employment or by the engagement of another employer unless either authorized by the Chief of Police or the City-designated physician certifies that the performance of such work would not preclude or delay a return to full duty.

41.04. Seniority shall continue to accumulate without limitation during an injured-on-duty leave.

## **ARTICLE 42** **LABOR MANAGEMENT COMMITTEE**

42.01. The Parties agree to the establishment of a Labor-Management Committee to provide a forum to discuss and attempt to resolve matters of mutual concern. Representatives of both Parties shall convene at mutually agreeable times if desired by the other Party. The Party requesting the meeting shall submit a written agenda a minimum of one (1) week in advance of the scheduled meeting to the appropriate representative.

## **ARTICLE 43** **BODY CAMERAS**

In the event that the City secures funds for the purpose of such a program or determines it is in its interest to require Officers to wear body worn cameras in the scope of their employment or to establish a pilot program regarding the use of body worn cameras, the Parties agree to a reopener for the purpose of negotiations pursuant to M.G.L. Chapter 150E.

43.02. The Union agrees to accept changing the compensation schedules (salary/wages) from a weekly basis to a bi-weekly basis no earlier than FY2000.

**ARTICLE 44**  
**DIFFERENTIAL FOR PHOTO ID AND DETECTIVE BUREAU**

44.01. Members of the bargaining unit permanently assigned to the Detective Bureau shall receive a differential of:

0 to 5-year Detective: \$160 per month  
5+ year to 10-year Detective: \$240 per month  
10+ year Detective: \$280 per month

44.02. Members of the bargaining unit who are NOT assigned to the Detective Bureau but are assigned to Photo ID/Crime Scene Services shall receive a differential of one hundred fifty dollars (\$150.00) per month.

**ARTICLE 45**  
**WAGES**

45.01. Per Attachment A:

FY 20: Add 0% COLA and placement on the new scale.

FY 21: Add 1.5% COLA plus step movement for employees eligible for steps.

FY 22: Add 1.5% COLA plus step movement for employees eligible for steps.

Steps are effective for 7/1 for all unit members hired before 1/1 of the same year.

**ARTICLE 46**  
**DRUG- AND ALCOHOL-FREE WORKPLACE**

46.01. The City of Northampton, its employees and the public are entitled to a drug- and alcohol-free workplace. The City has an established policy prohibiting unlawful possession, distribution and use of controlled substances and/or alcohol at work.



The Union and the City agree that although violation of this prohibition is a subject for disciplinary action, the focus in such matters, when practical, shall be rehabilitative and not punitive. To this end, the Parties support and encourage the continued utilization of the Employee Assistance Program.

The City will continue to allow use of personal sick leave for authorized treatment and rehabilitation. The Parties acknowledge the need for strict confidentiality for employees who are in treatment and recovery, and affirm that breaches of such confidentiality by supervisors or co-workers is a disciplinary matter.

Just as safety is the concern of all, so, too, is curbing drug and alcohol abuse. Employees are advised to protect themselves from the dangers of abuse.

Employees should not be required to co-work with people under influence, and may refuse such assignment.

It is the City's responsibility to enforce the prohibition against drugs and alcohol through counseling and discipline. It is everyone's responsibility to support a drug- and alcohol-free workplace. It is the responsibility of the abuser to seek assistance.

#### **ARTICLE 47** **DURATION**

47.01. This Agreement will be effective July 1, 2019 and will continue to remain in full force and effect to and including June 30, 2022 and shall thereafter automatically renew itself for terms of one (1) year each unless by November prior to the expiration of the contract either Party gives written notice that it desires to negotiate a new contract. Upon receipt of such notice, the Parties agree to meet for the purpose of negotiating a new Agreement. In the event either Party desires to negotiate a new contract and one has not been agreed upon by June 30, 2022, this contract may be extended by mutual agreement.

**ARTICLE 48**  
**FAMILY AND MEDICAL LEAVE ACT**

48.01. The Parties to this Agreement hereby agree to adopt through reference and implement the City of Northampton's Family and Medical Leave Act Policy as written.

**ARTICLE 49**  
**DISCRIMINATORY HARASSMENT**

49.01. The Parties to this Agreement hereby agree to adopt through reference and implement the City of Northampton's Discriminatory Harassment Policy as written.

**ARTICLE 50**  
**FIRST RESPONDER STIPEND**

Effective July 1, 2019, the First Responder Stipend of one thousand five hundred dollars (\$1,500.00) has been rolled into the base rate of pay for all members and is included in the units' wage scale. The First Responder Stipend is included in the base rate for overtime calculation purposes. The purpose of this Stipend is to reimburse unit members for the evolving hazardous working conditions and First Responder duties inherent in their job, which may change over time including but not limited to, responding to medical emergencies that may require use of CPR, defibrillation (including with AEDs) or the administrations of medication or medical procedures such as the administration of NARCAN and/or EpiPens or exposure to hazardous substances.

**ARTICLE 51**  
**REMOVAL OF POLICE OFFICERS FROM CIVIL SERVICE**

51.01. Effective August 11, 2005, per legislative approval, the Police Officers' Local IBPO 390 positions shall be exempt from the Civil Service Chapter 31 of the General Laws. See attached Amendment (pages 50-52).

**ARTICLE 52**  
**TRAINING TRAVEL STIPEND**

Officers will be eligible to receive a fifty dollar (\$50.00) Stipend for attendance at training events provided the following conditions are met:

1. The training must be non-remedial and non-specialized training that is not voluntary and is required as a condition of the Officer's job as determined by existing Department policy or as directed by the Chief of Police (or his designee);
2. The training must take place at a location that is fifty (50) or more miles from Police Headquarters by the quickest route.

The stipend is not part of the base rate of pay, is a flat stipend for the entire training, is not paid for travel each way and is not paid for each day of a covered multiple day training.

**ARTICLE 53**  
**FIELD TRAINING OFFICERS**

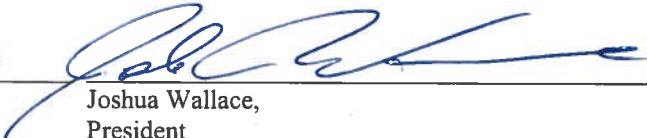
53.01. Officers assigned or designated as Field Training Officers (FTO) who are scheduled to attend meetings as they apply to the Field Training and Evaluation Program, while on a scheduled day off, scheduled vacation, or any other pre-approved scheduled day off, will be paid a minimum of three (3) hours overtime for attending such meetings. Officers, who are off duty, but not on a scheduled day off, will also be paid a minimum of three (3) hours' overtime with one exception. If the meeting is in conjunction with the end of a scheduled shift, or scheduled within three (3) hours before a shift starts, then he will be paid at the rate of time and one-half for the time spent at such a meeting.

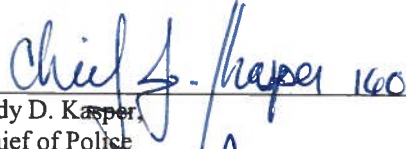
IN WITNESS WHEREOF, the Parties to this Agreement have caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto this 13<sup>th</sup> day of November, 2019.

**FOR THE CITY OF NORTHAMPTON:**

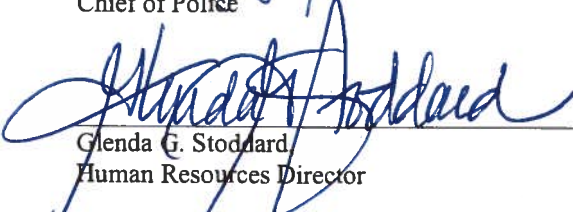
**FOR THE UNION, NEPBA LOCAL 186:**


  
David J. Narkewicz,  
Mayor

  
Joshua Wallace,  
President

  
Jody D. Kasper,  
Chief of Police

  
Adam VanBuskirk,  
Vice President

  
Glenda G. Stoddard,  
Human Resources Director

  
Clay Delano,  
Secretary

  
Rebecca Mazuch,  
Treasurer



## NORTHAMPTON POLICE DEPARTMENT

*Russell P. Sienkiewicz*  
CHIEF OF POLICE

11 AUG 2006

TO: IBPO 390 ~~Pres~~ Moriarty

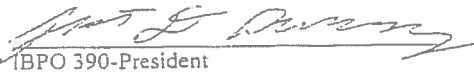
FR: Chief Sienkiewicz

SUB: Contract language amendment.

In reviewing the current 390 contract, I discovered the language regarding appeals of discipline for non-civil service officers was never inserted after the passage of the law.

My records indicate during the committee meetings, language was agreed to for both Art 5-08 and Art 8-01, with the effective date left blank awaiting the passage of the law. Attached is the contract language (highlighted yellow and italicized) with the date of 11 NOV 2005 (90 days after Governor's signature) of the law amendment that included patrol officers (see attached).

Please sign below as in agreement with this contract insertion, so it can be made permanent. Thank you.

  
IBPO 390-President

29 CENTER STREET, NORTHAMPTON, MA 01060-3090 (413) 587-1100 FAX (413) 587-1137

## Senate, No. 2074

### Presented by: Senator Stanley C. Rosenberg

Petition of Stanley C. Rosenberg and Peter V. Kocot (with approval of the mayor and city council) for legislation relative to civil service positions in the police department in the city of Northampton.

06/02/05 S Referred to the committee on Public Service -SJ  
446  
06/06/05 H House concurred -HJ 353  
Public Hearing date Jun 16 am at 10:30 in Room B-1  
07/20/05 S Bill reported favorably by committee and placed in the Orders of the Day for the next session  
07/20/05 S Taken out of the Orders of the Day  
07/20/05 S Read second, amended, ordered to a third reading, rules suspended, read third (title changed) and passed to be engrossed -SJ 661  
07/21/05 H Read; and referred to the committee on House Steering, Policy and Scheduling -HJ 535  
07/25/05 H Committee reported that the matter be placed in the Orders of the Day for the next sitting  
07/25/05 H Rules suspended  
07/25/05 H Read second and ordered to a third reading -HJ 545  
08/04/05 H Read third  
08/04/05 H Bills in the Third Reading report accepted  
08/04/05 H Passed to be engrossed -HJ 569  
08/04/05 S Rules suspended  
08/04/05 S Senate concurred in the House amendment -SJ 750  
08/08/05 H Enacted -HJ 573  
08/08/05 S Enacted and laid before the Governor -SJ 753  
  
08/11/05 G Signed by the Governor, Chapter 67 of the Acts of 2005

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Return to:  
Bill inquiry screen,  
General Court home page, or  
Commonwealth of Massachusetts home page.

## Chapter 67 of the Acts of 2005

### **AN ACT EXEMPTING CERTAIN POSITIONS IN THE POLICE DEPARTMENT IN THE CITY OF NORTHAMPTON FROM THE CIVIL SERVICE LAW.**

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

Section 1 of chapter 500 of the acts of 2004 is hereby amended by striking out paragraph (b) and inserting in place thereof the following paragraph:-

(b) Pursuant to the Memoranda of Understanding between the city of Northampton and the International Brotherhood of Police Officers, effective July 1, 2003, the following positions shall be covered by this act and the code of ordinances of the city of Northampton:- (1) all patrol officers, (2) all police sergeants, (3) all police lieutenants, (4) all police captains, and (5) the police chief. These positions shall be exempt from chapter 31 of the General Laws.

Approved August 11, 2005.

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List of Laws passed in 2005 Session

General Court home page, or

Commonwealth of Massachusetts home page.

## ATTACHMENT A

	0% COLA		1.5% COLA		1.5% COLA	
3.5% Step	FY20		FY21		FY22	
1	23.36	\$48,588.80	23.71	\$49,317.63	24.07	\$50,057.40
2	24.18	\$50,289.41	24.54	\$51,043.75	24.91	\$51,809.41
3	25.02	\$52,049.54	25.40	\$52,830.28	25.78	\$53,622.73
4	25.90	\$53,871.27	26.29	\$54,679.34	26.68	\$55,499.53
5	26.81	\$55,756.77	27.21	\$56,593.12	27.62	\$57,442.01
6	27.74	\$57,708.25	28.16	\$58,573.88	28.58	\$59,452.48
7	28.72	\$59,728.04	29.15	\$60,623.96	29.58	\$61,533.32
8	29.72	\$61,818.52	30.17	\$62,745.80	30.62	\$63,686.99
9	30.76	\$63,982.17	31.22	\$64,941.90	31.69	\$65,916.03
10	31.84	\$66,221.55	32.31	\$67,214.87	32.80	\$68,223.09

Placement on new scale is Year No. 1 is as follows:

- Over 25 Years – Step 10
- Over 20 Years – Step 9
- Over 15 Years – Step 8
- Rest at Step 8 go to Step 7
- Rest go back one Step
- Those on Step 1 remain at Step 1